

PATENT

Atty Docket No.: 200311035-2

App. Ser. No.: 10/632,333

REMARKS

Favorable reconsideration of this application is respectfully requested in view of the amendments above and the following remarks. Claims 13 and 14, although were not originally filed, are hereby canceled to retain the numbering for Claims 15-18. Claims 19 and 20 have been added. Claims 1-12 and 15-18 are pending of which claims 1, 8, and 15 are independent.

Claims 2-4, 6, 8-12, and 16-17 were objected because of alleged minor informalities.

Claims 1, 3, 5-8, 10, 12, 15 and 17 were rejected under 35 U.S.C. §102(c) as allegedly being anticipated by Naik et al. (2006/0294238).

Claims 2, 9, and 16 were rejected under 35 U.S.C. §103(a) as being unpatentable over Naik et al. (2006/0294238) in view of Redbooks Paper: Fundamentals of Grid Computing.

Claims 4, 11, and 18 were rejected under 35 U.S.C. §103(u) as being unpatentable over Naik et al. (2006/0294238) in view of McKinnon, III et al. (6,823,385).

The above object and rejections are respectfully traversed for the reasons stated below.

Drawings

The Examiner's indication of the acceptance of the drawings as filed on July 31, 2003 is appreciated.

Claim Numbering

It is noted that the application, as originally filed, includes Claims 1-12 and 15-18. Thus, Claims 13 and 14 were missing. However, the Office Action did not include any

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indication of a renumbering of the claims. Therefore, to be consistent, Claims 13 and 14 are hereby canceled, so that Claims 1-12 and 15-18 retain their same numbers and are addressed as such in this Amendment/Response.

Claim Objection

Claims 2-4, 6, 8-12, and 16-17 were objected because of alleged minor informalities. Except for Claim 16, these claims have been amended as suggested in the Office Action. Regarding Claim 16, it is respectfully submitted that "the user" on line 2 is provided with proper antecedent basis by a preceding phrase "each user" also on line 2. Accordingly, withdrawal of the objection to these claims is respectfully requested.

Claim Rejection Under 35 U.S.C. §102

The test for determining if a reference anticipates a claim, for purposes of a rejection under 35 U.S.C. § 102, is whether the reference discloses all the elements of the claimed combination, or the mechanical equivalents thereof functioning in substantially the same way to produce substantially the same results. As noted by the Court of Appeals for the Federal Circuit in *Lindemann Maschinenfabrick GmbH v. American Hoist and Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984), in evaluating the sufficiency of an anticipation rejection under 35 U.S.C. § 102, the Court stated:

Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim.

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Therefore, if the cited reference does not disclose each and every element of the claimed invention, then the cited reference fails to anticipate the claimed invention and, thus, the claimed invention is distinguishable over the cited reference.

Claims 1, 3, 5-8, 10, 12, 15 and 17 were rejected under 35 U.S.C. §102(c) as allegedly being anticipated by Naik et al. (2006/0294238).

Claims 1 and 8

Claims 1 and 8 recite, "receiving a user request for an *interactive session*;" (emphasis added). The Office Action cited to Naik et al., parag. [0070] and alleged that a client request for service is the claimed interactive session. Parag. [0070] in Naik et al. merely discusses about grid clients sending their requests to a single address for services without detailing how such requests are sent. Indeed, Naik et al. does not indicate that the client requests are sent by way of interactive sessions. For example, the client requests in Naik et al. can be one-way instructions from the client to the grid system without the need for interactive sessions. As understood in the art and explained in ll. 7-22, p. 4 of the specification, an interactive session is an association between an end-user and a remote execution node, wherein the end-user interacts with the remote execution node and applications launched therein. Thus, an interactive session requires an interaction, i.e., an exchange of actions, between two entities. In Naik et al., as discussed in its para. [0070], only one-way action is provided from grid client to a grid system to request a service; thus, such a one-way action cannot be deemed an interactive session.

Claims 1 and 8 also recite, "identifying *any application programs* needed to be launched in said interactive session;" (emphasis added). The Office Action cited to Naik et

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al., parag. [0110] and [0111] and alleged that grid services as offered by the grid system are the claimed application programs. However, parag. [0110] in Naik et al. provides examples of grid services as actual services. While it may be true that such grid services in Naik et al. may be provided by application programs, Naik et al. provides no specific discussion of identifying the particular application programs needed to be launched in an interactive session, which is non-existent in Naik et al. as noted earlier.

Claims 1 and 8 further recite, "*generating a contract* for the interactive session specifying resource allocations and authorizations," and "allocating resources for the interactive session in accordance with *the contract*." (Emphasis added). The Office Action cited to parags. [0064]-[0066] in Naik et al. and alleged that resource and grid policies are the claimed contract specifying resource allocations and authorizations. First, as explained in Naik et al., resource-related policies and grid-related policies are *predefined* policies in a grid system and used to determine availability of a resource for grid computations. Thus, there is no *generating of such policies*. Second, resource-related policies and grid-related policies are, as their names indicate, merely policies and not contracts. A contract, as broadly defined in the present application in accordance with common definitions, is an agreement that includes terms for the agreement. A policy as used in Naik et al. is not a contract because it includes a set of rules to be followed. Indeed, the present application also includes use of both the terms "policy" and "contract." Thus, there is no agreement in a policy, and the present application clearly distinguishes the terms "policy" and "contract" by using these terms in different contexts in both the specification and claims of the present application.

Because Naik et al. fails to disclose each and every element arranged as claimed in Claims 1 and 8, it is respectfully submitted that Naik et al. fails to anticipate Claims 1 and 8

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and their dependent Claims 2-7 and 9-12. Accordingly, withdrawal of the rejection of Claims 1-12 and their allowable are respectfully requested.

Claims 5 and New Claims 19 and 20

Dependent Claims 5, 19, and 20 are allowable for at least the reasons set forth above for their respective independent Claims 1, 8, and 15. Furthermore, Naik et al. fails to disclose additional elements recited in Claims 5 and new Claims 19 and 20 because Naik et al. makes no discussion of generating a service level agreement (SLA) as claimed. A SLA is well defined and well understood in the art to indicate an actual service contract that includes terms for the level of service. Therefore, resource policies in Naik et al. cannot be alleged to be SLAs.

Accordingly, withdrawal of the rejection of Claim 5 and an allowance of Claim 5 and similar new Claims 19 and 20 are respectfully requested.

Claim 15

Claim 15 recites, "...managing resource allocation for an *interactive session*..." and "...resource requirements for the *interactive session*..." and "...generate a contract specifying resource allocations and authorizations." Thus, Naik et al. also fails to show any interactive session and generation of a contract, as noted above for Claims 1 and 8.

Because Naik et al. fails to disclose each and every element arranged as claimed in Claim 15, it is respectfully submitted that Naik et al. fails to anticipate Claim 15 and its dependent Claims 16-18. Accordingly, withdrawal of the rejection of Claims 1-12 and their allowable are respectfully requested.

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Claim Rejections Under 35 U.S.C. §103(a)

The test for determining if a claim is rendered obvious by one or more references for purposes of a rejection under 35 U.S.C. § 103 is set forth in MPEP § 706.02(j):

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art and not based on applicant's disclosure. *In re Vaack*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

Therefore, if the above-identified criteria are not met, then the cited reference(s) fails to render obvious the claimed invention and, thus, the claimed invention is distinguishable over the cited reference(s).

Claims 2, 9, and 16 were rejected under 35 U.S.C. §103(a) as being unpatentable over Naik et al. (2006/0294238) in view of Redbooks Paper: Fundamentals of Grid Computing ("Bertis").

Claims 4, 11, and 18 were rejected under 35 U.S.C. §103(a) as being unpatentable over Naik et al. (2006/0294238) in view of McKinnon, III et al. (6,823,385).

It is respectfully submitted that for at least the reasons set forth earlier, Claims 2, 9, and 16 are not anticipated by Naik et al. In addition, the Office Action did not rely upon Bertis to make up for the deficiencies in Naik et al. Indeed, Bertis makes no mention of an *interactive session, application programs* to be launched in such an interactive session, or a contract to be generated that specifying resource allocations and authorizations.

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It is also respectfully submitted that for at least the reasons set forth earlier, Claims 4, 11, and 18 are not anticipated by Naik et al. In addition, the Office Action did not rely upon McKinnon, III et al. to make up for the deficiencies in Naik et al. Indeed, both Naik et al. and McKinnon, III et al. discuss about resource allocation policies. However, Claims 4, 11, and 18 recite both a contract being generated and resource utilization policies for resource requirements. Yet, the Office Action employs Naik et al. to reject the claimed contract with resource utilization policies and, on the other hand, employs McKinnon, III et al. and its resource utilization policies to also reject the claimed resource utilization policies.

It is respectfully submitted that the Office Action must be consistent in its rationale for rejecting the claimed invention and cannot use the same element to reject two separately claimed elements. In other words, the Office Action cannot employ resource utilization policies commonly defined in Naik et al. and McKinnon, III et al. to reject both the claimed contract and the claimed resource utilization policies, which are defined differently in the claimed invention.

Accordingly, it is respectfully submitted that the Office Action failed to make a *prima facie* case of obviousness against Claims 2, 4, 9, 11, 16, and 18. Thus, withdrawal of the rejection of these claims and their allowance are respectfully requested.

Conclusion

In light of the foregoing, withdrawal of the rejections of record and allowance of this application are earnestly solicited.

Should the Examiner believe that a telephone conference with the undersigned would assist in resolving any issues pertaining to the allowability of the above-identified

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application, please contact the undersigned at the telephone number listed below. Please grant any required extensions of time and charge any fees due in connection with this request to deposit account no. 08-2025.

Respectfully submitted,

Dated: July 23, 2007

By



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